

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, effective as of October 1, 2013 is by and between Health Options, Inc. (hereinafter called the "HOI") and Lake County Board of County Commissioners, Florida (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between HOI and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2017 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.

2. Section 2.3, is hereby amended adding the following paragraphs as follows:

E. Performance Guarantees

Performance guarantees do not renew automatically from year to year. Performance criteria must be approved by HOI on a multi-year basis. Following conclusion of the initial term of this Agreement, the Administrative Fees set forth in Exhibit B may be subject to adjustment in accordance with the performance criteria set forth in Exhibit F of this Agreement

F. Discount Guarantees

Discount Guarantees set forth in Exhibit G do not renew on an annual basis. Discount guarantee results will be provided on a quarterly basis with final settlement no earlier than second quarter of the following year.

3. Section 3.1, is hereby amended revising the second paragraph as follows:

The Employer and HOI agree that HOI's role is to provide administrative claims payment services, that HOI does not assume any financial risk with respect to claims, except for appeal decisions, that the services rendered by HOI under this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that HOI will not for any purpose be deemed to be the "Plan Administrator" of the Group Health Plan. The Group Health Plan's "Administrator" is the Employer. HOI will assume fiduciary responsibility for claims processing. The Employer extends to HOI the discretionary authority to make decisions concerning claims submitted by plan members. HOI will also be responsible for the defense of decisions concerning claims and claims appeals. However, HOI will not assume liability for benefit decisions made by the Employer. HOI's responsibility as a claims processing fiduciary would be to process claims submitted for members, including any and all appeals, using the care, skill, prudence and diligence one expects from an insurance company and in accordance with the Employer's plan documents.

4. Section VI, "Miscellaneous Provisions" is hereby amended changing the number sequence of 6.13, Execution of Agreement to 6.14, Execution of Agreement.
5. Section VI, "Miscellaneous Provisions" is hereby amended adding section 6:13,

Public Records:

If, when, and to the extent during its activities under this Agreement a court determines that HOI is a "Contractor" for purposes of Section 119.0701, Florida Statutes, HOI will comply with all of the Florida public records' laws.

6. Exhibit B to the Agreement is hereby amended, effective October 1, 2013. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
7. Exhibit E, Pharmacy Related Financial Arrangements, is hereby attached and made part of the Agreement.
8. Exhibit F, Performance Guarantees, is hereby attached and made part of the Agreement.
9. Exhibit G, Discount Guarantees, is hereby attached and made part of the Agreement.
10. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its duly authorized County Manager and Florida Blue, duly authorized to execute same.

HEALTH OPTIONS, INC.

By: [Signature]
Title: VP, Sales Operations
Date: 2/28/14

ATTEST:

COUNTY
[Signature]
David C. Health, County Manager

This 24 day of February, 2013.

Approved as to form and legality:

[Signature]
Sanford A. Minkoff
County Attorney

"Amended"

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

HEALTH OPTIONS, INC.,

and

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2013.

II. Monthly Payments.

- A. Each month, HOI will notify the Employer of the amount due to satisfy the previous month's paid claims liability. HOI also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill in accordance with the Florida Prompt Payment Act. If the payment is not received by HOI, the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.
- B. The Employer agrees to pay HOI, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay HOI, each month, the administrative fee in accordance with the Florida Prompt Payment Act. If payment is not received by HOI by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement:

\$41.99 per enrolled employee per month from October 1, 2013 through September 30, 2016, including claims fiduciary services.

\$43.25 per enrolled employee per month from October 1, 2016 through September 30, 2017, including claims fiduciary services.

- B. If Employer terminates the Agreement prior to October 1, 2017, the administrative fees will be 15% of paid claims. If Employer terminates the Agreement after September 30, 2017, the administrative fees will be 0% of paid claims.
- C. HOI will pay the Employer the following annual wellness contributions to be utilized by the Employer for any wellness related initiatives, activities or services as determined by the Employer. These amounts will be due upon receipt of invoice from the Employer. The amounts will be predicated upon the Employer maintaining this Agreement through September 30, 2017. If the Employer terminates the Agreement prior to September 30, 2017 without cause, Employer will reimburse HOI that year's wellness contribution.

Florida Blue will pay Employer a \$75,000 wellness contribution during the first year of the Agreement (10/1/13 – 9/30/14).

Florida Blue will pay Employer a \$50,000 wellness contribution each year, during the next three years (10/1/14 – 9/30/15; 10/1/15 – 9/30/16; and 10/1/16 – 9/30/17).

V. Late Payment Penalty

- A. Pursuant to Florida Statute, a daily charge of .00008219 (or 6%/annum) times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 1,150.
- B. If the actual enrollment is materially different from this expected enrollment by more than 15%, HOI reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

"Amended"

EXHIBIT "E"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

HEALTH OPTIONS, INC. (HOI)

and

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2013. This Exhibit may be terminated by either party upon 180 days written notice to the other party.

II. Definitions

For purposes of this Exhibit E, the following definitions shall apply:

- A. "Annual Reconciliation Period" is the time during which all guarantees will be measured and reconciled annually.
- B. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as set forth by HOI's designated Pharmacy Benefit Manager's ("PBM") pricing file at the time a Claim is processed. The price file will be a nationally recognized pricing source such as Medispan and will be updated no less frequently than weekly, or as required by law, through the PBM's pricing source. The applicable AWP used for retail pharmacy will be based on the package size submitted. The applicable AWP for Mail Service will be based on the package size of 100, as applicable. Otherwise AWP will be based on the actual 11 digit National Drug Code (NDC) dispensed.
- C. "Brand Drugs" means those pharmaceuticals designated by the PBM's pricing source as having a multi-source indicator of M, N or O.
- D. "Claim" or "Claims" means requests for payment submitted by Network Participants (also referred to as pharmacies) or members for pharmacy benefit services covered under the Group Health Plan.
- E. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any copayment/deductible or coinsurance payable by a member, as well as concurrent (on-line at point of service) drug utilization review.

Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.

- F. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.
- G. "Dispensing Fee" means the fee paid by HOI to Network Participants for the professional service of filling a prescription.
- H. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Benefit Plan. DUR can be prospective, concurrent or retrospective.
- I. "Extended Supply Network" (ESN) means the retail Network Participants who have agreed to provide members more than a one-month's supply (31 + day supply) of Covered Prescription Drug Services provided that the Benefit Plan has a Mail Service benefit and a retail quantity days supply limit of one month (or as mutually agreed).
- J. "Formulary" or "Drug Formulary" means a list of pharmaceutical products which is available to pharmacies, members, physicians or other health care providers for purposes of guiding the prescribing and dispensing of pharmaceutical products.
- K. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y.
- L. "Generic Effective" means the actual blended performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.
- M. "Ingredient Cost" means the amount required to be paid to a Network Participant for a prescription drug and which, when combined with the applicable Dispensing Fee, constitutes the full amount payable to such Network Participant for the given prescription drug and the professional service of dispensing such drug.
- N. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.
- O. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- P. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- Q. "Maximum Allowable Cost" or "MAC" refers to a proprietary price list(s) (out of state, In-State and Mail Service claims) owned and maintained by the PBM, of

readily available multi-source pharmaceutical drug products and supplies which are deemed to require pricing management due to the number of manufacturers and competitive nature of the marketplace pricing volatility.

- R. "Minimum Guarantee" as referenced in the section V means all network discount performance and rebate performance that exceeds the guarantee amount is provided to EMPLOYER. Network discount performance and rebate performance is reconciled up to the minimum guaranteed amount.
- S. "Network Participant" means each individual pharmacy, chain or pharmacy service administrative organization (PSAO) that has entered into an agreement with the PBM or HOI ("Network Contract") to provide Covered Prescription Drug Products and Services to members, as may be amended from time to time.
- T. "Open Refill Transfer File" is a data file created by the Employer's previous PBM containing its members' mail prescriptions, thus enabling a subsequent PBM to continue to fill those open mail prescriptions.
- U. "Paper Claims" means prescription drug services that are submitted to HOI for adjudication through the use of a paper claim form, generally by a member subsequent to the point of sale.
- V. "Pharmacy Benefit Manager" ("PBM") means HOI's pharmacy program administrator, currently Prime Therapeutics L.L.C.
- W. "Pricing Source" means Medispan, or such other national drug database as designated by HOI's PBM. In the event the Pricing Source changes, notification will be provided to the Employer.
- X. "Rebate(s)" means compensation or remuneration of any kind received or recovered by the PBM from any Manufacturer which is directly or indirectly attributable to purchase or utilization of Covered Prescription Drug Products and Services by members. However, Rebates do not include Manufacturer Administration Fees which the PBM is entitled to retain pursuant to this Exhibit unless otherwise required by law.
- Y. "Specialty Drugs" means an FDA-approved prescription drug that has been designated by HOI as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of the therapy.
- Z. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs which will be available upon request.
- AA. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by HOI.
- AB. "Usual and Customary" or "U&C" means the amounts that Network Participants normally charge cash paying patients.

AC. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.

III. PHARMACY RELATED ADMINISTRATIVE FEES

A. Fee for PBM Services

For the provision of PBM Services, Employer will pay HOI the following administrative fees:

Administrative Fee	Fee
Per paid retail and mail order prescription	\$ 0

B. Other Fees

Service	Fee	Occurrence, Frequency
Clinical prior authorizations	\$0	Per claim, billed quarterly
Administrative prior authorizations	\$0	Per claim, billed quarterly
Member submitted claims	\$0	Per claim, billed quarterly
Responsible Rx Program	\$0	Per claim, billed quarterly

IV. PHARMACY CLAIM PRICING.

It is agreed that all pharmacy claims for services covered under the Group Health Plan will be priced at the lower of the Usual and Customary or the contracted rates as follows:

- A. Retail Pharmacy Claims, up to a 30 day supply: All claims will be billed at a pass through rate equal to the amount that HOI is contracted with the pharmacy for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments. Refer to section V. B for guarantee restrictions.
- B. Mail Service claims: All claims will be billed at a pass through rate equal to the amount that HOI is contracted with its third party provider of Mail Service services for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments. Refer to section V. B for guarantee restrictions.
- C. Retail ESN pharmacy claims, 31 + day supply: All claims will be billed at a pass through rate equal to the amount that HOI is contracted with the pharmacy for

such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments.

- D. Specialty Pharmacy claims, up to a 30 day supply: All claims will be billed at a pass through rate equal to the amount that HOI is contracted with the specialty pharmacy for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments

V. PHARMACY REBATES , DISCOUNTS, DISPENSING FEE AND GENERIC FILL RATE GUARANTEES

A. Rebates

Rebate Guarantee	Basis
Year 1 \$24.69 Minimum Year 2 \$25.11 Minimum Year 3 \$27.72 Minimum	Per 3-tier open formulary retail 30 brand claim
Year 1 \$24.69 Minimum Year 2 \$25.11 Minimum Year 3 \$27.72 Minimum	Per 3-tier open formulary retail ESN brand claim
Year 1 \$70.92 Minimum Year 2 \$69.66 Minimum Year 3 \$72.51 Minimum	Per 3-tier open formulary mail brand claim

B. Discounts: HOI minimum guarantees for all terms of this Agreement for the following AWP discounts:

Aggregate Discount Guarantee off AWP	Basis
Year 1 – 15.15% Minimum Year 2 – 15.30% Minimum Year 3 – 15.40% Minimum	Per retail 30 brand claim
Year 1 – 75.85% Minimum Year 2 – 77.45% Minimum Year 3 – 78.10% Minimum	Per retail 30 generic effective claim
Year 1 – 19.00% Minimum Year 2 – 19.00% Minimum Year 3 – 19.00% Minimum	Per retail ESN brand claim
Year 1 – 82.00% Minimum Year 2 – 83.00% Minimum Year 3 – 84.00% Minimum	Per retail ESN generic effective claim
Year 1 – 20.06% Minimum Year 2 – 20.06% Minimum Year 3 – 20.06% Minimum	Per mail brand claim
Year 1 – 78.90% Minimum	Per mail generic effective claim

Year 2 – 80.35% Minimum Year 3 – 81.35% Minimum	
Year 1 – 15.80% Minimum Year 2 – 15.80% Minimum Year 3 – 15.80% Minimum	Per specialty pharmacy drug claim

C. Dispensing Fees: HOI guarantees the following Average Dispensing Fees:

Average Dispensing Fee Guarantee	Basis
YEAR 1 \$1.30 YEAR 2 \$1.30 YEAR 3 \$1.30	Per retail brand claim guarantee
YEAR 1 \$1.40 YEAR 2 \$1.40 YEAR 3 \$1.40	Per retail generic claim guarantee

D. Generic Fill Rate Guarantee:

GFR Guarantee	Blended
Year 1	81.50%
Year 2	82.00%
Year 3	83.00%
Amount of guarantee: \$10,000 annually. For each .50% shortfall Prime/FL Blue will pay \$2,500, up to an annual max of \$10,000	

The Generic Fill Rate guarantee will be subject to the following conditions:

- 1 - Current utilization management programs or materially similar ones will remain in place.
- 2 - The agreed to formulary will remain in place unless mutually agreed for change.
- 3 - Employer demographics and geography will remain reasonably consistent.
- 4 - Benefit design changes will not reduce the co-payment advantage of generics over brands or reduce the availability of generics.
- 5 - Retail and Mail GFR Guarantees listed above exclude Specialty Drugs define by HOI Specialty Fee Schedule.
- 6 - Generic Drug Mix Guarantee excludes DAW claims from calculations.
- 7 - Channel demographic changes (Retail, Mail) must be less than 10% as compared to the data and claims experience provided by the client.
- 8 - Reconciliation will be completed annually, within 90 days of the end of each contract year.
9. GFR guarantees will be reconciled annually and applied in aggregate with all other financial guarantees

- E. Discounts will be calculated by $(1 - (\text{total ingredient costs} / \text{the sum of the AWP as submitted on the date of service for each transaction}))$. HOI will aggregate and submit a report to Employer with the actual achieved discounts, dispensing fees, GFR guarantee and rebates with similar amounts pursuant to the Administrative Service Agreement between HOI and Employer ("Aggregated Achieved Amounts") on a quarterly basis. If Aggregated Achieved Amounts per retail and per mail claim are less than the aggregated guaranteed minimum amounts per retail and per mail claim, HOI will reimburse the shortfall within 180 calendar days after the end of the annual measurement period.

VI. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit E:

- A. HOI reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any material changes in the ASO Agreement or the Group Health Plan that results in a material change in any of the services provided by HOI under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make HOI's performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) significant changes made to the AWP benchmark or the methodology by which AWP is calculated or reported;
- B. HOI's rates and guarantees are based upon a plan design offering up to a 30 day supply and 31 + day supply of drugs dispensed at retail and up to ninety 90 day supply Mail Service.
- C. Formulary rebates may not be available or may be adjusted for as a result of a greater than fifty percent (50%) member cost share on an aggregate annual basis, participation in a high deductible health plan/consumer driven health plan and/or any other material change that impacts rebate performance not agreed to by HOI and Pharmacy Benefit Manager.
- D. The guaranteed discounts, rebates and dispensing fees apply to the Annual Reconciliation Period only if Employer has received HOI's pharmacy services for the full 12 months of such reconciliation period.
- E. Discount guarantees may exclude over-the-counter products, compounds, non-drug items, non-participating pharmacy claims, specialty drugs and items where no AWP can be determined.

- F. Employer will be billed an all-inclusive fee of \$6,000 for requests for open mail order refill transfer files and paid claim and prior authorization files for non-specialty claims needed to transfer a client to another pharmacy benefit manager.

VII. INSPECTION AND AUDIT

Employer and the State of Florida Auditor Generals Office or designee has the right, subject to applicable law, to inspect, upon reasonable advance notice and during reasonable times, the PBM's records relating to this Agreement.

Notwithstanding the foregoing, there shall be no more than one (1) audit during any twelve (12) month period and audits shall be limited to claims adjudicated during the current year and the preceding year unless a longer time period is mutually agreed upon by the parties. Employer and State Auditors will strive to provide a minimum of thirty (30) days' advance written notice of its intent to audit and the scope of the audit. A member of HOI's External Audit Team and the PBM's account management team will coordinate the audit and all audits will take place during normal business hours. Employer and/or its auditor must follow the PBM's visitor security policy if on-site.

Any third party auditor must be reasonably acceptable to both HOI and the PBM and must enter into a Confidentiality and Non-Disclosure Agreement (C&I) approved by both legal departments before any information is exchanged. The C&I will specify the information provided by the PBM to the auditor is to be used solely for the purpose of conducting the immediate audit and the information may not be used for any other purpose. The parties agree to collaborate in good faith to develop a reasonable procedure for conducting the audit (e.g. 100 claims to be reviewed).

Only the information necessary for Employer to conduct a fair and valid audit will be disclosed. Any unnecessary information will be redacted. If access to Network Contracts or Manufacturer (Rebate) Agreements is requested, the PBM will provide access as long as the PBM is legally or contractually able to do so and only the relevant page(s) or exhibits (that is, not the entire contract) will be provided for review.

Unless otherwise contractually specified, Employer will bear all costs and expenses related to the audit. Additionally, Employer will reimburse the PBM for all reasonable actual out of pocket expenses incurred by the PBM in compliance with an audit. The auditor cannot keep or make copies of any documents provided by the PBM without the PBM's express written consent. The PBM will provide screen-shots of the claims adjudication system. The auditor will not have access to the live claims adjudication system without prior approval by the PBM. Except as may otherwise be required by applicable law, reporting of the audit results will be restricted to the Employer and its auditor's internal use only. The auditor will provide copies of the audit report to the Employer and the PBM.

EXHIBIT "F"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
HEALTH OPTIONS, INC.
and
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

PERFORMANCE GUARANTEES

Service Level Measures	Goals	Amount at Risk
Abandon Rate: Number of calls that reach the call center and are placed in queue but do not reach the final destination because the caller hangs up before a representative becomes available.	≤5%	1%
Average ACD Phone Queue Time: Actual length of time a member waits to speak with a customer service associate after all ACD options have been chosen.	≤30 seconds	1%
Blockage Rate: Percentage of calls blocked during business hours.	≤8%	1%
Enrollment Timeliness Percentage of ID cards mailed by effective date provided that the enrollment data is received from the employer 30 days prior to the effective date of coverage.	≥99%	1%
Claims Processing Timeliness Percentage of provider and subscriber claims processed within 30 calendar days from receipt to the date that a claim has passed all edits and is pending the issuance of a check, voucher or denial.	≥97%	1%
Claims Processing Accuracy Percentage of claims processed accurately.	≥97%	1%
Claims Dollar Accuracy Percentage of claim dollars paid accurately.	≥98%	1%
Inquiry Timeliness Percentage of inquiries finalize within 7 days	<90%	1%
Total Percent at Risk of proposed ASO fee not to exceed a maximum payout of 8%		

- Guarantees are based on book of business results.

EXHIBIT "G"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
HEALTH OPTIONS, INC.
and
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

DISCOUNT GUARANTEES

Discount Achieved	Annual Penalty
Greater than or equal to 63%	No Penalty
61% - 62.99%	\$20,000
59% - 60.99%	\$40,000
Below 59%	\$80,000

Assumptions:

- Applies to In-network provider claims only.
- BCBS Network and Program Savings Report will be used for validation of results.
- No significant benefit changes or membership changes by geographical regions.
- Blue products only, excluding Rx.
- Inpatient hospital claims in excess of \$250,000 will be removed in their entirety from the discount guarantee calculation.
- Does not include any ancillary products.
- Does not include nationwide BlueCard
- Discount ranges are account specific and apply to total discounts only.
- Results will be provided with a final annual settlement no earlier than second quarter of the following year
- One year offer based on In-Network providers

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on August 2, 2011 is by and between Health Options, Inc. (hereinafter called the "Administrator") and Lake County Board of County Commissioners, Florida, f/k/a Lake County, Florida (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2014 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended effective October 1, 2011. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through Its BOARD OF COUNTY COMMISSIONERS, signing by and through Its Chairman, authorized to execute same by Board action on the 23 day of Aug, 2011, and Administrator, duly authorized to execute same.

ADMINISTRATOR
HEALTH OPTIONS, INC.

By: C. H. G. as P

Title: VP, Major Accounts

Date: 8/19/11

ATTEST:

COUNTY
LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA

J. Kelly
Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Jennifer Hill
Jennifer Hill, Chairman

This 29 day of Aug.,
2011.

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

Amended

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

HEALTH OPTIONS, INC.

and

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2011.

II. Monthly Payments.

- A. Each month, Health Options, Inc., (HOI) will notify the Lake County Board of County Commissioners, f/k/a Lake County, Florida (Employer) of the amount due to satisfy the previous month's paid claims liability. HOI also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by HOI by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.
- B. The Employer agrees to pay to HOI, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to HOI, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by HOI by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

- A. Administrative fees during the term of the Agreement:

\$46.00 per enrolled employee per month from October 1, 2011 through September 30, 2012.

\$47.25 per enrolled employee per month from October 1, 2012 through September 30, 2014.

- B. A termination charge of \$125,000 will apply if Employer terminates the contract prior to September 30, 2014.
- C. Administrative fees after the termination of the Agreement: 15% of claims paid. This should not exceed seven months of the current administration fee times the current enrollment, at the time of cancellation.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 1,265 Employees.
- B. If the actual enrollment is materially different from this expected enrollment, HOI reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on _____, 2011 is by and between Health Options, Inc. (hereinafter called the "Administrator") and Lake County Board of County Commissioners, Florida, f/k/a Lake County, Florida (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2014 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended effective October 1, 2010. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Exhibit D1, Confidentiality and Indemnity Agreement is hereby amended, effective May 4, 2010 and replaces the Exhibit D1 previously attached to the Agreement.
4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 5 day of July, 2011, and Administrator, duly authorized to execute same.

ADMINISTRATOR
HEALTH OPTIONS, INC.

By: _____

Title: VP, Sales Business Manager

Date: 6/7/11

ATTEST:

COUNTY
LAKE COUNTY BOARD OF COUNTY
COMMISSIONERS, FLORIDA

Neil Kelly
Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Jennifer Hill
Jennifer Hill, Chairman

This 6 day of July,
2011.

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

\$47.95 per enrolled employee per month from October 1, 2010 through September 30, 2012.

\$49.63 per enrolled employee per month from October 1, 2012 through September 30, 2014.

B. A termination charge of \$125,000 will apply if Employer terminates the contract prior to September 30, 2014.

C. Administrative fees after the termination of the Agreement: 15% of claims paid. This should not exceed seven months of the current administration fee times the current enrollment, at the time of cancellation.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: 1,065 Employees.

B. If the actual enrollment is materially different from this expected enrollment, HOI reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

EXHIBIT "D1"

TO THE ADMINISTRATIVE SERVICES AGREEMENT

between

HEALTH OPTIONS, INC.

and

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

CONFIDENTIALITY AND INDEMNITY AGREEMENT

This Agreement, effective May 4, 2010 is entered into between Health Options, Inc. (hereinafter "Administrator"), and Lake County Board of County Commissioners, Florida f/k/a Lake County, Florida a political subdivision of the State of Florida, (hereinafter "Employer"), Symetra (hereinafter "Stop Loss Carrier"), and RobinsonBush, Inc. (hereinafter "Employee Benefits Consultant").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Administrator and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Administrator to provide Stop Loss Carrier and/or Employee Benefits Consultant access to certain Confidential Information (hereinafter defined) for cases which meet the criteria set forth in attached Exhibit 1, which Employer has determined is necessary for Stop Loss Carrier and/or Employee Benefits Consultant to perform the certain services for the Employer; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, Employer, Stop Loss Carrier and Employee Benefits Consultant recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Stop Loss Carrier and/or Employee Benefits Consultant learns or becomes aware of, directly or indirectly, through the

disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
 - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
 - any other information designated in writing by Administrator as confidential, trade secret, or proprietary.
2. Stop Loss Carrier and/or Employee Benefits Consultant shall only request, use and disclose the minimum amount of Confidential Information necessary for Stop Loss Carrier and/or Employee Benefits Consultant to perform the services for Employer.
 3. Confidential Information shall not include information that (i) is already known to Stop Loss Carrier and/or Employee Benefits Consultant on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Stop Loss Carrier, Employee Benefits Consultant, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer, Stop Loss Carrier or Employee Benefits Consultant; (iii) is lawfully received by Stop Loss Carrier and/or Employee Benefits Consultant from a third party that Stop Loss Carrier and/or Employee Benefits Consultant has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Stop Loss Carrier and/or Employee Benefits Consultant without use of Confidential Information.
 4. Subject to applicable laws, Administrator will release to Stop Loss Carrier and/or Employee Benefits Consultant certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to Employer; and/or 2) auditing claims payments made by Administrator; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Stop Loss Carrier and Employee Benefits Consultant are in compliance with all other terms and conditions of this Agreement.
 5. Stop Loss Carrier and Employee Benefits Consultant each acknowledge that Administrator will provide Confidential Information to Stop Loss Carrier and/or Employee Benefits Consultant in confidence and solely for Stop Loss Carrier and/or Employee Benefits Consultant use in performing the services for Employer. Accordingly, Stop Loss Carrier and Employee Benefits Consultant each agree (i) to protect any and all Confidential Information Stop Loss Carrier or Employee Benefits Consultant receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Stop Loss Carrier's or Employee Benefits Consultant's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Stop Loss Carrier or Employee Benefits Consultant's employees who have a need to know such information

for the purpose of performing the services and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Stop Loss Carrier or Employee Benefits Consultant maintains the confidentiality of its most proprietary and confidential information.

6. Stop Loss Carrier and/or Employee Benefits Consultant shall ensure that its agents, contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from Administrator. This provision shall not be construed to permit any delegation or assignment of Stop Loss Carrier or Employee Benefits Consultant's obligations otherwise prohibited by this Agreement.
7. Stop Loss Carrier and/or Employee Benefits Consultant shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Stop Loss Carrier and/or Employee Benefits Consultant becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Stop Loss Carrier and/or Employee Benefits Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Stop Loss Carrier and/or Employee Benefits Consultant of a use or disclosure of Confidential Information by Stop Loss Carrier and/or Employee Benefits Consultant in violation of this Agreement.
8. Stop Loss Carrier and/or Employee Benefits Consultant may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Stop Loss Carrier and/or Employee Benefits Consultant will provide Administrator with immediate written notice of any request that Stop Loss Carrier and/or Employee Benefits Consultant disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Stop Loss Carrier and/or Employee Benefits Consultant shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Stop Loss Carrier and/or Employee Benefits Consultant disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
9. By disclosing Confidential Information to Stop Loss Carrier and/or Employee Benefits Consultant under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Stop Loss Carrier and/or Employee Benefits Consultant no ownership right or interest in the Confidential Information. When Stop Loss Carrier and/or Employee Benefits Consultant no longer need Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Stop Loss Carrier and/or Employee Benefits Consultant shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Stop Loss Carrier and/or Employee Benefits Consultant has in its control or custody in any form and shall retain no copies of such information. Stop Loss Carrier and/or Employee Benefits Consultant shall complete these obligations as promptly as possible. Upon request, an authorized officer of Stop Loss Carrier and/or Employee Benefits Consultant shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Stop Loss Carrier and/or Employee Benefits Consultant shall limit further uses and disclosures of such

Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Stop Loss Carrier and/or Employee Benefits Consultant retains such Confidential Information. Stop Loss Carrier and/or Employee Benefits Consultant may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.

10. In the event that Stop Loss Carrier and/or Employee Benefits Consultant perform any of the services on Administrator's premises, Stop Loss Carrier and/or Employee Benefits Consultant agree not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Stop Loss Carrier and/or Employee Benefits Consultant on such premises, without the prior written consent of Administrator.
11. In any report or transmittal to Employer by Stop Loss Carrier and/or Employee Benefits Consultant that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider. Furthermore, any such report or transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.
12. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, Employer, Stop Loss Carrier and Employee Benefits Consultant agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. Employer represents and warrants that Employer (i) has amended each Plan's plan document to permit Employer to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Stop Loss Carrier and Employee Benefits Consultant each agree to be bound, and to cause any agent or subcontractor to be bound, by the same restrictions and protections agreed to by Employer in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Stop Loss Carrier and/or Employee Benefits Consultant receives.
13. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Stop Loss Carrier and Employee Benefits Consultant may release information provided pursuant to this Agreement to subsidiaries of Stop Loss Carrier and Employee Benefits Consultant so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.
14. Employer, Stop Loss Carrier and Employee Benefits Consultant shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any

authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.

15. Employer, Stop Loss Carrier and Employee Benefits Consultant shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.
16. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer, Stop Loss Carrier, or Employee Benefits Consultant, including without limitation any Liability incurred as a result of any actual or alleged breach by Employer or any Employer's Related of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
17. Stop Loss Carrier agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer, Stop Loss Carrier, or Employee Benefits Consultant, including without limitation any Liability incurred as any actual or alleged breach by Stop Loss Carrier or any of Stop Loss Carrier's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
18. Employee Benefits Consultant agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer, Stop Loss Carrier, or Employee Benefits Consultant, including without limitation any liability incurred as a any actual or alleged breach by Employee Benefits Consultant or any of Employee Benefits Consultant's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
19. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.

20. Employer, Stop Loss Carrier, and Employee Benefits Consultant acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
21. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
22. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
- a. Termination of the Administrative Services Agreement.
 - b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer, Stop Loss Carrier or Employee Benefits Consultant for confidentiality purposes.
 - c. Upon fifteen (15) days notice to Employer, Stop Loss Carrier or Employee Benefits Consultant, as appropriate. Such notice shall be given without need for cause.
 - d. Upon any attempt by Employer, Stop Loss Carrier or Employee Benefits Consultant (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator.
 - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer, Stop Loss Carrier or Employee Benefits Consultant against Administrator in such event.
23. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
24. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.

25. This Agreement may not be assigned, nor any obligations delegated, by Employer, Stop Loss Carrier, and/or Employee Benefits Consultant, without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.
26. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
27. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
28. The obligation of Employer, Stop Loss Carrier and/or Employee Benefits Consultant to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, the rights and obligations of the parties set forth in Sections 9, 11, 16 - 20 and of this paragraph 28 of this Agreement shall survive its expiration or termination.
29. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

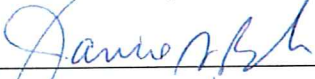
ADMINISTRATOR
HEALTH OPTIONS, INC.

By: 

Title: VP, Sales Business mgmt

Date: 6/7/11

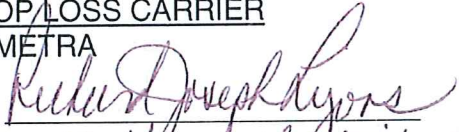
EMPLOYEE BENEFITS
CONSULTANT
ROBINSONBUSH, INC.

By: 

Title: Sr VP/COO

Date: 6/10/2011

STOP LOSS CARRIER
SYMETRA

By: 

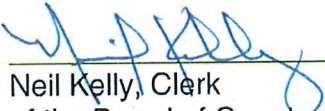
Title: VP Group Distribution

Date: 6/27/11

COUNTY

ATTEST:

LAKE COUNTY BOARD OF
COUNTY COMMISSIONERS,
FLORIDA



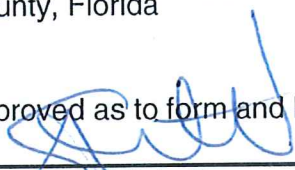
Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida



Jennifer Hill, Chairman

This 6 day of July, 2011

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on _____, 2009 is by and between Health Options, Inc. (hereinafter called the "Administrator") and Lake County, Florida (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:

1. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2012 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2009. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 18 day of Aug, 2009, and Administrator, duly authorized to execute same.

ADMINISTRATOR
HEALTH OPTIONS, INC.

By: _____

Title: VP, Chief Underwriting Officer

Date: 7-2-09

ATTEST:

Neil Kelly
Neil Kelly, Clerk of the
Board of County Commissioners
Of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
Sanford A. Minkoff
County Attorney

COUNTY
Board of County Commissioners
Of Lake County, Florida

Welton G. Cadwell
Welton G. Cadwell, Chairman

This 24th day of Aug,
2009.

EXHIBIT "B"

**to the
ADMINISTRATIVE SERVICES AGREEMENT
between**

HEALTH OPTIONS, INC.

**and
LAKE COUNTY, FLORIDA**

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is October 1, 2009.

II. Monthly Payments.

- A. Each month, HOI will notify the Employer of the amount due to satisfy the previous month's paid claims liability. HOI also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by HOI by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.
- B. The Employer agrees to pay to HOI, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to HOI, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by HOI by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, HOI will immediately suspend claims until payment is received by HOI.

III. Funding Information

- A. Method of Funding Transfer: ACH

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

\$53.48 per enrolled employee per month from October 1, 2009 through September 30, 2010.

\$54.28 per enrolled employee per month from October 1, 2010 through September 30, 2011.

\$55.37 per enrolled employee per month from October 1, 2011 through September 30, 2012.

B. Administrative fees after the termination of the Agreement: 15% of claims paid.

C. A \$7.00 per participant, per month flexible spending account fee from October 1, 2009 through September 30, 2012.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: 830 Employees.

B. If the actual enrollment is materially different from this expected enrollment, HOI reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.